

Exhibit Tab 8

PD Trust Distribution Procedures

**W. R. GRACE & CO. 524(g)
PD TRUST DISTRIBUTION PROCEDURES**

This set of W. R. Grace & Co. 524(g) PD Trust Distribution Procedures (the “PD TDP”) provides for the payment of all Allowed Asbestos PD Claims.

The Plan and the Asbestos Trust Agreement establish the Asbestos Trust. The Trustees of the Asbestos Trust shall implement and administer this PD TDP in accordance with the Asbestos Trust Agreement.

Section I

Introduction

1.1 Purpose. This PD TDP has been adopted pursuant to the Asbestos Trust Agreement. It is designed to provide the mechanism by which all Allowed Asbestos PD Claims are to be paid once they have been liquidated pursuant to the CMO.

1.2 Interpretation. Nothing in this PD TDP shall be deemed to create a substantive right for any Claimant, beyond the right of an Asbestos PD Claimant with an Allowed Claim to enforce its terms.

1.3 Definitions. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in the Glossary.

Section II

Overview

2.1 Asbestos Trust Goals. A primary goal of the Asbestos Trust is to treat all Holders of Asbestos Claims equitably. This PD TDP furthers that goal by setting forth procedures for paying Holders of Allowed Asbestos PD Claims on an impartial, first-in-first-out (“FIFO”) basis.

Section III

PD TDP Administration

3.1 Trust Advisory Committee. Pursuant to the Plan and the Asbestos Trust Agreement, this PD TDP will be administered by the Trustees in consultation with the TAC (which represents, among others, the interests of Holders of Asbestos PD Claims). The initial members of the TAC are identified on the signature pages to the Asbestos Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required hereunder, the Trustees shall provide written notice to the TAC of the action that is proposed. The Trustees shall not take such action unless and until the parties have engaged in the consent process described in the Asbestos Trust Agreement.

Section IV

Offsets

4.1 Offsets. If an Allowed Asbestos PD Claim is secured by an appeal bond or is entitled to the benefit of any other security provided by or on behalf of a Grace Entity, the Asbestos Trust shall offset against the Allowed Amount of such Asbestos PD Claim an amount equal to the amount such Holder is entitled to receive from, under, or in respect of such appeal bond or other security, and the amount the Holder of such Allowed Asbestos PD Claim shall

receive under this PD TDP shall equal the Allowed Amount of such Claim, as reduced by such offset.

Section V

Resolution of Asbestos PD Claims

5.1 Ordering and Payment of Claims. If and when an Asbestos PD Claimant obtains a judgment pursuant to the CMO or enters into a binding settlement with the Asbestos Trust, the Claimant's Claim shall be placed in the FIFO Payment Queue based on (a) in the case of a judgment, the date on which the judgment becomes final or (b) in the case of a settlement, (i) if no court approval of the settlement is required, the date on which all parties to the settlement have executed a written settlement agreement or (ii) if court approval is required, the date on which the order approving the settlement becomes a Final Order. In each case, an earlier date will be given priority over a later date.

5.2 Third Party Indemnification/Contribution Claims. As set forth in the Plan, Third Party Indemnification/Contribution Claims, if any, with respect to Asbestos PD Claims constitute Asbestos PD Claims.

Section VI

General Guidelines for Paying Claims

6.1 Releases. The Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos Trust. As a condition to making any payment to a Claimant, the Asbestos Trust shall obtain a general, partial, or limited release, as appropriate, in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a Claimant shall constitute such a release.

6.2 **Third-Party Services.** Nothing in this PD TDP shall preclude the Asbestos Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos Trust.

6.3 **Asbestos Trust Disclosure of Information.** Periodically, but not less often than once a year, the Asbestos Trust shall make available to Claimants and other interested parties the number of Claims that have been paid, indicating the amounts of the awards and the averages of the awards by jurisdiction.

Section VII

Miscellaneous

7.1 **Amendments.** No amendments to this PD TDP shall be permitted without the written consent of the Reorganized Debtors and the TAC, and any applicable requirements of the Asbestos Trust Agreement.

7.2 **Severability.** Should any provision contained in this PD TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this PD TDP.

7.3 **Governing Law.** For all purposes, this PD TDP shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to its conflict of laws provisions.

7.4 **Relation to Other Plan Documents.** In the event that this PD TDP conflicts with the Plan or the Asbestos Trust Agreement, the Plan or the Asbestos Trust Agreement, as applicable, shall control.